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Hawk One Security, Inc. and United Government Security Officers of America, International Union, Local #21. Case 5–CA–30856

June 30, 2003

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN AND SCHAUMBER

The General Counsel seeks a default judgment¹ in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge filed by the Union on November 13, 2002, the General Counsel issued the complaint on February 24, 2003, against Hawk One Security, Inc., the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On April 14, 2003, the General Counsel filed a Motion for Summary Judgment with the Board. On April 16, 2003, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively states that unless an answer is filed by March 10, 2003, all the allegations in the complaint will be considered admitted. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated March 17, 2003, notified the Respondent that unless an answer were received by March 25, 2003, a Motion for Default Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's motion for default judgment.

2. On the entire record, the Board makes the following

¹ The General Counsel's motion requests summary judgment on the ground that the Respondent has failed to file an answer to the complaint. Accordingly, we construe the General Counsel's motion as a motion for default judgment.

FINDINGS OF FACT

I. JURISDICTION

The Respondent is engaged in the business of providing armed and unarmed security guard services to U.S. Government agencies in the Washington, D.C., metropolitan area. During the 12-month period preceding the issuance of complaint, the Respondent, in conducting its business operations described above, performed services valued in excess of \$50,000 in the District of Columbia and in States other than the District of Columbia. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that United Government Security Officers of America, International Union, Local #21, the Union, is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The following employees of the Respondent (the unit), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time special police officers and security guards employed by the Respondent at its various Washington, D.C. facilities pursuant to its contracts with the District of Columbia Government, including the facilities operated by the Washington Area Sanitation Authority; but excluding all other employees, corporals, sergeants, captains, majors, dispatchers, office clericals, and supervisors as defined in the Act.

Since about October 1999, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the unit and, since then, the Union has been recognized as the representative by the Respondent. This recognition has been embodied in a collective-bargaining agreement effective by its terms from October 21, 1999 through September 30, 2002.

At all times since October 1999, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

About August 2002, the Union, in person and writing, requested that the Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the unit for a successor collective-bargaining agreement.

Since about August 2002, the Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the unit for a successor collective-bargaining agreement.

CONCLUSION OF LAW

By the acts and conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) by failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees since August 2002, we shall order it to bargain with the Union with respect to wages, hours, and other terms and conditions of employment of the unit employees, and, if an understanding is reached, embody the understanding in a signed agreement.

ORDER

The National Labor Relations Board orders that the Respondent, Hawk One Security, Inc., Washington, D.C., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain collectively and in good faith with United Government Security Officers of America, International Union, Local #21, as the exclusive collective-bargaining representative of the employees in the following unit:

All full-time and regular part-time special police officers and security guards employed by the Respondent at its various Washington, D.C. facilities pursuant to its contracts with the District of Columbia Government, including the facilities operated by the Washington Area Sanitation Authority; but excluding all other employees, corporals, sergeants, captains, majors, dispatchers, office clericals, and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in

the unit concerning their terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Within 14 days after service by the Region, post at its facility in Washington, D.C., copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 2002.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. June 30, 2003

Robert J. Battista,	Chairman
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Wilma B. Liebman,	Member
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Peter C. Schaumber,	Member
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(SEAL) NATIONAL LABOR RELATIONS BOARD

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE

National Labor Relations Board

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with United Government Security Officers of America, International Union, Local #21, as the

exclusive collective-bargaining representative of our employees in the following unit:

All full-time and regular part-time special police officers and security guards employed by us at our various Washington, D.C. facilities pursuant to our contracts with the District of Columbia Government, including the facilities operated by the Washington Area Sanitation Authority; but excluding all other employees, corporals, sergeants, captains, majors, dispatchers, office clericals, and supervisors as defined in the Act.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the unit concerning their terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

HAWK ONE SECURITY, INC.